

5/12/2021

LABOR AGREEMENT

Between

The Town of Ulster

- With -

Chief Kyle S. Berardi

January 1, 2020

- To -

December 31, 2024

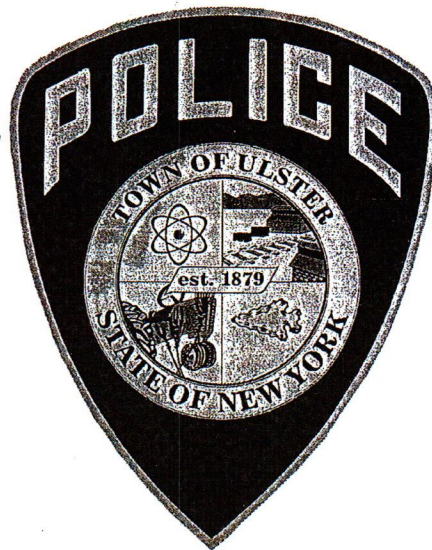


TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NO.</u>
1	DEFINITIONS	1
2	CHIEFS RIGHTS.....	1
2.1	Duty Hours.....	1
2.2	Disciplinary Action.....	2
2.3	Assigned Vehicle.....	2
2.4	Police Matter Meetings.....	2
2.5	Future Labor Agreement.....	2
3	CLOTHING.....	2
4	VACATION.....	3
5	HOLIDAYS	3
6	COMPENSATED LEAVES OF ABSENCE.....	4
6.1	Sick Leave.....	4
6.2	Occupational Injury/Sick Leave.....	4
6.3	Bereavement Leave.....	5
6.4	Personal Leave.....	5
7	PHYSICAL AND MEDICAL CARE.....	5
8	RETIREMENT	7
9	DRUG TESTING.....	7
10	COMPENSATION.....	8
10.1	General Provisions	8
10.2	Salary	8
10.3	Reimbursement for College Tuition	8
11	MISCELLANEOUS PROVISIONS	9
11.1	Membership Expenses, Conference Leave and Fees	9
11.2	Jury Duty.....	9
11.3	Merger	9
11.4	Modification.....	9
11.5	Savings Clause.....	9
12	DURATION	10

TOWN OF ULSTER
GENERAL MUNICIPAL LAW § 207-c PROCEDURE
FOR THE CHIEF

Section 1. Applicability

Section 207-c of the General Municipal Law provides that any Chief of the Police Department of the Town of Ulster

"who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising therefrom has ceased and, in addition, such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness."

The following procedures shall regulate the application and benefit award process for GML §207-c benefits.

Section 2. Definitions

- a. **Employer:** The Town of Ulster
- b. **Chief:** The Chief of Police of the Town of Ulster
- c. **Claimant:** The Chief of the Town of Ulster who is injured in the performance of his/her duties or who is taken sick as a result of the performance of his/her duties.
- d. **Recipient:** The Chief of the Employer who has been granted Section 207-c status.
- e. **Claims Manager:** The individual designated by the Employer who is charged with the responsibility of administering the procedures herein.
- f. **Section 207-c Benefits:** The regular salary or wages and medical treatment and hospital care payable to an eligible Claimant under §207-c. In addition to receiving his regular salary or wages and payment of medical treatment and hospital care, the Chief receiving §207-c benefits shall be entitled to health insurance in the same manner in which the Chief was receiving health insurance when working. The Chief receiving §207-c benefits shall continue to accrue or be credited with his/her respective cleaning or purchasing of work clothing and all paid leaves, such as, sick, vacation, holiday and personal leave as set forth in the collective bargaining agreement for a period of six (6) months in any calendar year. Thereafter, the Chief shall receive his/her salary, longevity and health insurance until their return to work at which time they will continue to accrue or be credited with his/her respective cleaning or purchasing of work clothing and all paid leaves named herein.

Section 3. Application for Benefits

1. The Claimant who is injured in the performance of his duties, or is taken sick as a result of the performance of his duties, shall file a written incident report with the Town Supervisor and Claims Manager within twenty-four (24) hours of becoming aware of the injury or illness. Upon sufficient reason, an application for §207-c benefits may be entertained in the discretion of the Claims Manager, notwithstanding the failure to file the necessary incident report within the required twenty-four (24) hours.

2. The incident report shall include, to the extent practicable, the following information:

- a. the time, date and place of the incident;
- b. a statement of the facts surrounding the incident;
- c. the nature and extent of the Claimant's injury or illness; and
- d. the name of any possible witnesses to the incident.

3. Where the Claimant's injury or illness prevents him from filing the application for §207-c benefits, an application for §207-c benefits may be filed on behalf of the Claimant within ten (10) calendar days of either the date of the incident giving rise to the claim or of the date of the discovery of any incident which produced the injury or illness. The application may be made by either the Claimant or by some other person authorized to act on behalf of the Claimant. All applications for §207-c benefits shall be made in writing, using official application form(s), which shall include the following information:

- a. the time, date and place where the injury or illness producing incident occurred;
- b. a detailed statement of the particulars of the incident;
- c. the nature and extent of the Claimant's injury or illness;
- d. the Claimant's mailing address;
- e. the names of any potential witnesses; and
- f. the name and address of all of the Claimant's treating physicians.

4. The Claims Manager may excuse the failure to file the application within the ten (10) calendar day period, upon a showing of good cause.

Section 4. Authority and Duties of Claims Manager

1. The Claims Manager shall have the sole and exclusive authority to determine whether the Claimant is entitled to §207-c benefits. In making the determination, the Claims Manager shall examine the facts and circumstances giving rise to the application for such benefits.

2. The Claims Manager shall have the authority to:

- a. employ experts and specialists to assist in the rendering of the determination of eligibility;
- b. require the production of any book, document or other record that pertains to the application, injury, or illness;
- c. require the Claimant to submit to one (1) or more medical examinations related to the illness or injury;
- d. require the Claimant to sign forms for the release of medical information that bears upon the application;
- e. require the attendance of the Claimant and all other witnesses for testimony upon reasonable notice; and
- f. do all that is necessary or advisable in the processing of said application.

On an initial determination investigation, the Claimant must cooperate with the Employer and provide all necessary information, reports and documentation. A determination of initial eligibility shall be made within a reasonable time, based upon the investigation without holding a hearing.

The Claims Manager shall mail a written copy of his/her decision to the Claimant and the Employer within ten (10) calendar days of his/her determination. The written determination shall set forth the reasons for the Claims Manager's decision.

An appeal from an initial determination of the Claims Manager must be made within ten (10) calendar days of receipt of the initial determination pursuant to Section 11 of the procedures herein.

Section 5. Time Off Pending Initial Determination

1. Pending the initial determination of benefit eligibility, any time off taken by the Claimant that he claims is the result of the injury or illness giving rise to the application shall be

charged to the Claimant's sick leave time. In the event there is insufficient sick leave time and/or it becomes exhausted, the Claimant shall use paid leave in the following order:

- a. Personal Leave
- b. Vacation

In the event the Claimant has exhausted all of his available paid leave accruals above, the Claims Manager may, in his/her sole discretion, authorize the payment of Claimant's benefits throughout the period which the application is being processed, if it appears probable that the Claimant will be eligible for such benefits and the Claims Manager so determines.

Section 6. Medical Treatment

1. After the filing of an application, the Claims Manager may require the Claimant to submit to one (1) or more medical or other health examinations as may be directed by the Claims Manager, including examinations necessary to render an initial or final determinations of eligibility, examinations or inspections conducted to determine if the Claimant has recovered and is able to perform his/her regular duties, and/or examinations required to process an application for ordinary and accidental disability retirement. Such treatment may include, but is not limited to medical and/or surgical techniques deemed necessary by the appointed physicians. The §207-c Recipient who refuses to accept such medical treatment shall be deemed to have waived his/her rights under § 207-c after such refusal. The Recipient who has been deemed to have waived his/her rights under this section may appeal, within ten (10) calendar days of such refusal, and request a hearing pursuant to Section 11 of these procedures.

2. **Medical Reports.** All physicians, specialists and consultants treating the Claimant or Recipient of §207-c benefits shall be required to file a copy of any and all reports with the Claims Manager. The Claimant or Recipient shall execute all necessary releases and shall be responsible for the filing of said reports. The Claimant/Recipient shall receive a copy of the medical reports filed with the Claims Manager. The medical reports which are filed shall remain confidential and only released for purposes of administering the procedures herein.

3. **Payment for Medical and Related Services.** The Recipient approved to receive §207-c benefits must notify the Claims Manager of expenses for medical services, hospitalization, or other treatment alleged to be related to the injury or illness giving rise to the claim. To the extent practicable, notice shall be made prior to the incurring of the expense.

4. No claim for surgical operations or physiotherapeutic procedures costing more than one hundred and fifty dollars (\$150.00) shall be paid unless they were required in an emergency or authorized in advance by the Claims Manager. Determinations of the Claims Manager under this paragraph shall be based upon medical documentation.

5. Bills for medical services, drugs, appliances or other supplies will require filing a copy of the medical bill and/or prescription by a doctor with the Claims Manager for the particular items billed, stating thereon that the items were incurred as a consequence of the injury or illness upon which claim for benefits is based.

Section 7. Light Duty Assignments

1. The Recipient receiving §207-c benefits who is not eligible for or who is not granted an ordinary or accidental disability retirement allowance or retirement for disability occurred in the performance of duty allowance or similar accidental disability pension, may be examined by a physician chosen by the Claims Manager to determine the recipient's ability to perform certain specified light duty. The Recipient deemed able to perform specified light duty by the Claims Manager, based upon medical documentation, may be directed by the Town Supervisor, in his or her sole discretion, to perform such light duty.

2. The Recipient who disagrees with the order to report for light duty may request a hearing, pursuant to Section 11 herein, within forty-eight (48) hours after receipt of the order, with the Claims Manager. Where the refusal to report to light duty is based upon conflicting medical documentation, the parties agree that the matter shall proceed to arbitration pursuant to Section 11 (1) Hearing Procedures herein. The fees and expenses of that physician shall be paid equally by the parties.

3. Payment of full §207-c benefits shall be continued with respect to the Recipient who disagrees with the order to report to light duty based upon conflicting medical documentation, until it is determined whether the Recipient is capable of performing the light duty as set forth in Section 2 above. Where a determination has been made that the Recipient can report to and perform light duty, and that individual fails or refuses to perform light duty, if same is available and offered, that Recipient's §207-c status shall be discontinued.

Section 8. Changes in Condition of Recipient

1. The §207-c Recipient shall be required to notify the Claims Manager of any change in his condition which may enable the Recipient to return to normal duties or be classified as eligible for light duty. This notice shall be made in writing within forty-eight (48) hours of any such change.

Section 9. Right of Perpetual Review and Examination

1. The Claims Manager shall have the right to review the eligibility of the §207-c Recipient throughout the period during which benefits are received. This right shall include, but shall not be limited to:

- a. requiring Recipient to undergo medical examination by physician or medical providers chosen by the Claims Manager;
- b. requiring Recipient to apprise the Claims Manager as to his/her current condition; and
- c. requiring Recipient or any other involved parties to provide any documentation, books or records that bear on the Recipient's case.

Section 10. Termination of Benefits

1. If, for any lawful reason, including but not limited to all those reasons specified in these procedures, the Claims Manager determines that the Recipient is no longer or was never eligible for benefits, the Claims Manager shall seek to terminate such benefits pursuant to the provisions of Section 11 of this procedure. Notice of such termination and the reasons therefore shall be served by certified mail upon the Recipient and the Town Supervisor. Pending a determination with respect to the Recipient's eligibility, the Recipient shall continue to receive §207-c benefits.

Section 11. Hearing Procedures

1. Hearings requested under the provisions of this procedure shall be conducted by a neutral Arbitrator related to the issues to be determined. The parties shall attempt to agree on a mutually acceptable Arbitrator. In the event the parties cannot agree, the Arbitrator shall be selected by the Town. The Claimant/Recipient may be represented by a designated representative and may subpoena witnesses. Each party shall be responsible for all fees and expenses incurred in its representation. Either party, or the Arbitrator, may cause a transcript to be made. The Claimant/Recipient and the Employer agree to share equally the costs of the transcript. After the hearing, the Arbitrator shall render a determination, which shall be final and binding upon all parties. Any such decision of the Arbitrator shall be reviewable only pursuant to the provisions of Article 75 of the Civil Practice Law and Rules. The fees and expenses of the Arbitrator shall be borne equally by the parties.

2. In the event there is a medical dispute between the Recipient's doctor and the Employer's doctor as to whether the Recipient is or was disabled and unable to perform his/her regular duties, the parties agree that the matter shall proceed to arbitration as set forth above. The fees and expenses of the arbitrator shall be paid equally by the parties.

Section 12. Coordination with Workers' Compensation Benefits

1. Upon payment of §207-c benefits, any wage or salary benefits awarded by the Workers' Compensation Board shall be payable to the Employer for periods during which a Recipient received §207-c benefits. If the Claimant/Recipient shall have received any Workers' Compensation benefits hereunder which were required to be paid to the Employer, the Claimant/Recipient shall repay such benefits received to the Employer, or such amounts due may be offset from any Section §207-c benefits thereafter. Upon termination of §207-c benefits, any continuing Workers' Compensation benefits shall be payable to the Claimant. The parties shall not be bound by a determination of the Workers' Compensation Board.

Section 13. Discontinuation of Salary and Wage Benefits Upon Disability Retirement

1. Payment of §207-c benefits shall be discontinued with respect to any Recipient who is granted a disability retirement pension as provided by law.

Section 14. Miscellaneous

1. The Recipient who is receiving medical treatment while working, shall make every effort to schedule such medical examinations or treatment during non-work hours.
2. It is specifically agreed and understood that any reference related to General Municipal Law § 207-c benefits is informational only, and is not intended to reduce the benefits or rights contained in the statute or any amendments made thereto. The intent is to read this procedure in conformity with General Municipal Law §207-c.
3. The parties agree that any disputes relating to the administration of the provisions of this procedure shall be resolved through the hearing procedure contained in Section 11 herein.
4. The Employer shall file a notice to the New York State Comptroller, attached hereto and made a part of this Agreement, with a copy provided to the Claimant/Recipient.

The Comptroller of the State of New York
New York State Police and Fire Retirement System
110 State Street
Albany, New York 12244-0001

***CERTIFIED MAIL - RETURN
RECEIPT REQUESTED***

Dear Comptroller:

In compliance with Section 363 and Section 363-c of the Retirement and Social Security Law instructing me to notify your agency of any and all injuries and illnesses sustained in the line of duty as a member of the Town of Ulster Police Department, I hereby submit the following report:

Name of injured Police Officer Registration and Social Security Number

Home Address

Date of incident Time of incident Location of incident

Description of injury and/or illness _____

Medical care required _____

Signature of Police Officer Print Name Date

Signature of Witness to Injury Print Name Date

5/12/2021

THIS AGREEMENT, made and entered into the ____ day of _____, 2021 by and between,

THE TOWN OF ULSTER, Ulster County, New York a Municipal Corporation organized under and existing, by virtue of the laws of the State of New York and

Chief Kyle S. Berardi

WHEREAS, it is the intent and purpose of the parties hereto, by entering into this agreement to promote harmonious and cooperative relationships between the Board, and the Chief, and to protect the public by assuring, at all times, the order and uninterrupted functions of government.

NOW, therefore, the parties hereto mutually agree as follows:

ARTICLE 1 DEFINITIONS

Certain words or terms, when used in this agreement, shall have the following meanings:

- (A) **CHIEF.** The Town of Ulster Police Department Chief, **Kyle S. Berardi**, a Management Employee of the Town of Ulster Police appointed pursuant to applicable sections of the New York State Civil Service Law.
- (B) **DEPARTMENT.** The Town of Ulster Police Department.
- (D) **BOARD.** The Town Board of the Town of Ulster, Ulster County, State of New York.
- (E) **TOWN.** The Town of Ulster, Ulster County, State of New York.
- (F) **WEEK.** The period of seven (7) days commencing at 0001 hours on Sunday and concluding at 2400 hours on the following Saturday.
- (G) **YEAR.** Unless otherwise specified, the annual period commencing January 1st and ending December 31st.

ARTICLE 2 CHIEF'S RIGHTS

2.1 DUTY HOURS

The criteria used to establish the normal work week for the Chief of Police will be the accomplishment of the Mission of the Department. The normal work week will be 8 normal business hours in a 24-hour period and 40 hours per week.

The Chief shall not be eligible for overtime compensation under the provisions of the Fair Labor Standards Act.

2.2 DISCIPLINARY ACTION

Disciplinary action taken against the Chief by the Board shall be in accordance with the applicable Town Local Law.

2.3 ASSIGNED VEHICLE

- (A) Due to the on-call nature of his duties, the Employer will assign an unmarked "take home" vehicle on a twenty-four (24) hour basis for his personal use when within a one hundred (100) mile radius of the Town of Ulster, or in an area from which he would be reasonably expected to return if needed. All assigned vehicles will be used for police related matters when used outside of the one hundred (100) mile radius.

2.4 POLICE MATTER MEETINGS

The Chief is expected to be present at all regular Police Matter meetings. He will attend all special meetings of the Board when directed to do so by the Board.

2.5 FUTURE LABOR AGREEMENT

- (A) Negotiations for the Chief's next Labor Agreement shall commence prior to the expiration date of this labor agreement.
- (B) In the event that conference and negotiations fail to result in a New Agreement prior to the expiration of this Agreement, this Agreement shall remain in full force and effect beyond its expiration date until such time as a new Agreement is executed.
- (C) The Chief, and the Town Board agree that this Contract, upon mutual agreement in writing, may be terminated.

ARTICLE 3 CLOTHING

- (A) The Chief shall receive, without charge, a "Complete Issue" of all seasonal uniforms and accessories needed to conform to the equipment and clothing list contained in the Department Uniform Police Statement. He will also receive any additional items of clothing, unique to his position.
- (B) The Employer, at its expense, shall provide for the full cost of all dry cleaning and maintenance of uniforms and civilian attire
- (C) The Chief shall receive all additional or replacement uniforms and accessories from the Department at no cost to the Chief. If an item is to be replaced by a new item, the Chief will turn into the Department's Quartermaster, the item to be replaced and obtain a replacement item from the Department's Quartermaster.
- (D) If any uniform item, accessory, equipment, or personal item of the Chief is damaged while in the performance of his duties, it shall be repaired or replaced by the Department at no cost to the Chief.

5/12/2021

- (E) If there is any change in uniform, or part thereof, or any additional item of uniform is required by the Department, except for optional items, the cost thereof shall be borne by the Department.

ARTICLE 4 VACATION

- (A) The Chief shall be credited with thirty-five (35) days of vacation per each calendar year. This is to be credited to the Chief on January 1st of that year. The Town Board will be notified of all leave.
- (B) All vacation time shall be compensated at the Chief's current salary rate. The Town Payroll Department will be notified of all vacation time taken by the Chief.
- (C) The Chief shall be entitled to accumulate no more than thirty (30) days of unused vacation time at the end of each year. If he has accumulated more than thirty (30) days as of December 31st of any given year, he will be compensated at his current Base Wage for the number of unused days in excess of thirty (30). Payment will be made within twenty (20) business days of December 31st. Any vacation time accumulated prior to this Agreement period will be credited to the Chief's accumulated vacation day account.
- (D) Upon termination of employment for any reason, the Chief or his estate shall be paid for all accrued unused vacation time. Payment will be made at the Chief's current Base Wage rate.
- (E) The Chief shall be entitled to sell back up to a maximum of ten (10) vacation days, at the rate of pay in effect at the time. The Chief may request to sell back more than ten (10) vacation days, which may only be sold back with the approval of the Employer. Payment for such leave will be calculated based on his current Base Wage.

ARTICLE 5 HOLIDAYS

The Chief shall be entitled to the fourteen (14) holidays listed below during this agreement:

- | | |
|---------------------------------------|----------------------------|
| 1. New Year's Day | 8. Columbus Day |
| 2. Martin Luther King, Jr.'s Birthday | 9. Election Day |
| 3. Presidents' Day | 10. Veterans' Day |
| 4. Good Friday | 11. Thanksgiving Day |
| 5. Memorial Day | 12. Day After Thanksgiving |
| 6. Independence Day | 13. Christmas Day |
| 7. Labor Day | 14. Floating Holiday |

- (A) The Chief will receive one (1) additional day's wages for each of the Holidays listed above, whether or not the Chief works on the Holiday.
- (B) The Chief shall not be regularly scheduled to work on any of the Holidays listed above. However, in the event the Chief is required to work on any Holidays listed above, he will receive another day off in lieu thereof.

ARTICLE 6 COMPENSATED LEAVES OF ABSENCE

6.1 SICK LEAVE

- (A) The Chief shall be credited with fifteen (15) days of leave each year, credited as follows:

January 1st 3 sick days

February 1st 2 sick days

March 1st and the first (1st) day of each calendar month for the remainder of the year, one (1) sick day, for a total of fifteen (15) sick leave days for the year.

Sick leave may be taken for the Chief or a member of his family.

- (B) The Chief shall be entitled to accumulate unused sick days at the end of each contract year to a maximum of 200 days. The Chief may accumulate a maximum of two hundred (200) unused sick leave days. Any sick days accumulated prior to this contract period shall be credited to his accumulated sick day account.
- (C) Accumulated sick leave may be used in the event the Chief depletes the number of his sick leave days listed in paragraph (A) above.
- (D) Sick leave in excess of one hundred fifty (150) days shall be paid to the Chief at his current salary calculated by using the Chief's rate, multiplied by the number of sick days in excess of one hundred fifty (150) in his sick leave account, subject the following:
1. The Chief shall submit in writing to the Town Payroll Department, request for payment of unused sick leave in excess of one hundred fifty (150) days pursuant to this paragraph.
 2. Payment shall be within thirty (30) business days of such request.
 3. All sick leave taken by the Chief will be reported in writing to the Town Payroll Department.
- (E) Upon termination of employment for any reason, the Chief, or his estate, shall be compensated for all sick leave at his current salary rate.

Payment shall be within thirty (30) business days of such request.

6.2 OCCUPATIONAL INJURY/SICK LEAVE

If the Chief is injured in the performance of his duties, or is taken ill as a result of the performance of his duties so as to necessitate medical or other lawful remedial treatment, he shall be compensated by the Department in the manner provided in Section 207-c of the General Municipal Law, pursuant to the 207-c procedures attached hereto.

6.3 BEREAVEMENT LEAVE

The Chief shall be entitled to four (4) consecutive day's absence from employment, with pay, commencing with the date of notification of death, not chargeable to sick leave, for each death in the family of the Chief or his spouse. "FAMILY" is defined to include the parents, children, spouse, brothers, sisters or grandparents of the Chief or his spouse.

6.4 PERSONAL LEAVE

The Chief shall be entitled to four (4) days leave per year to conduct personal business that cannot be transacted when the Chief is on duty, to be credited on January 1st of that year. The Payroll Department will be notified of personal leave use of the Chief for record keeping purposes.

All unused personal leave days as of December 31st of each year shall be converted into the Chiefs sick leave accumulation. However, at the option of the Chief, one (1) unused personal day may be carried forward from year to year, to be used in that following year, for a maximum of five (5) personal leave days.

ARTICLE 7 PHYSICAL AND MEDICAL CARE

The employer shall provide the Chief, individual or dependent coverage, in the MVP Health Care plan or any alternate comparable plan(s) provided through the Employer, and elected by the Chief. The Chief shall contribute each year towards the health insurance premium. The deductions shall be in equal payments through payroll deduction, using Cafeteria Flex 125 Spending Account (pre-taxed). The total contribution towards the health insurance premium shall be as follows:

2020	\$1,500
2021	\$1,650
2022	7.5% of total cost to Town
2023	10% of total cost to Town

- (A) Upon retirement from the Town with a New York State pension, the Employer shall pay ninety percent (90%) of the health insurance cost or premium for individual or dependent coverage for the Chief in the same health insurance plan, or any alternate plan(s) provided through the Employer. The coverage shall terminate upon the death of the retired Chief.
- (B) Retirement shall be defined as leaving Employer service and receiving a pension from the New York State Retirement System (P&F).
- (C) In the event that the Chief is killed in the line of duty, the Employer shall continue to provide its choice of health insurance benefits, as set forth in the above, by paying seventy-five percent (75%) of the premium cost of his surviving spouse and eligible dependent(s) with the remaining twenty-five percent (25%) paid by the surviving spouse and/or eligible dependent(s) directly to the Employer on or about the first (1st) of each calendar month for a period of two (2) years from the time the Chief was killed in the line of duty, unless the surviving spouse remarries during this time period or has

available alternative health coverage. In the event that the surviving spouse has available alternative health coverage, then the surviving spouse would be eligible for the health insurance buyout of the amount set forth below for the same period of time.

- (D) The Employer shall provide for an optional buy-out of health insurance coverage of the Chief. The buy-out of health insurance coverage shall provide that the Chief who is covered by another health insurance plan may notify the Employer on the Request Decline And Waive Health Insurance Coverage form, that he is electing to decline and waive the health insurance coverage provided by the Employer, which the Chief is eligible and entitled to receive pursuant to the collective bargaining agreement between the parties.

If the Chief declines and waives the health coverage as provided above, he shall be compensated at twenty-five hundred dollars (\$2,500.00) annually, payable in equal installments in the first (1st) payroll of the end of each calendar quarter.

If the Chief elects to receive the buy-out fee, he shall, at any time during the period for which the Chief has declined and waived health insurance coverage through the Employer, be required to provide written proof to the Employer that he is covered by health insurance under a different plan. A Chief who has elected to receive the buy-out fee is required to provide written notice to the Employer on the Request to Resume Health Insurance Coverage form, that he is no longer covered or wishes to re-enter the health insurance plan provided by the Employer. The effective date of the Chief's re-establishment of health insurance coverage by the Employer shall be at the earliest possible date as provided by the plan. The Employer shall notify the plan upon notice by the Chief of the decision to re-establish health insurance coverage through the Employer.

The waiver(s) herein shall be used for the request to decline and waive health insurance coverage or request to resume health insurance coverage. The Employer shall provide the forms to the Chief.

- (E) The Employer shall pay for the cost of a complete physical examination every two (2) years for the Chief. The examination shall include all requisite laboratory tests and an electrocardiogram. The physician will notify the Town Board in writing that the Chief has satisfactorily passed the examination. The attending physician will disclose to the Board, any abnormal finding(s) which might hinder the Chief in the performance of his duties.
- (F) The Chief will maintain a standard of physical fitness and conditions as prescribed by the Bureau of Municipal Police, the Division of Criminal Justice Services, and Department Rules and Regulations.
- (G) The Employer shall pay one hundred percent (100%) of the cost or premium for individual or dependent coverage for the Chief of a dental plan that the Town provides to the majority of its employees.

5/12/2021

ARTICLE 8 RETIREMENT

The Chief shall, at no cost, be provided with a twenty (20) year retirement plan in accordance with the provisions of Section 384(d) and 384(e) of the New York State Police and Firemen's Retirement Plan.

Upon retirement, the Chief shall be given his/her issued firearm. This will only occur if the Chief has a valid pistol permit/license to possess such weapon. If two (2) firearms have been issued, the Chief shall have his choice of weapons.

ARTICLE 9 DRUG TESTING

The Chief is concerned with illegal use of drugs and the trust placed with him by the public he serves.

Drug screening tests will be conducted at the time of the Chief's bi-annual physical, the results of which will be communicated to the Town Board.

- (A) Should legitimate suspicions arise about illegal use of drugs by the Chief, documentation must be secured by the Town Board and/or Police Commission. This documentation must include at least a signed sworn statement from a witness or witnesses to said use. Other forms of evidence will be considered by the Town Board and Police Commission prior to notification of the Chief so suspected.
- (B) Upon presentation of such documentation it will be incumbent upon the Chief to immediately submit to a drug screening test or face possible disciplinary or criminal charges.
- (C) If a positive result is received, the Chief may return immediately to the drug screening location for a second (2nd) test.
- (D) If the second (2nd) test is positive, the Chief will be suspended with pay until an investigation, and if necessary, a disciplinary proceeding is completed.
- (E) The Chief, if he questions the results of the previous two (2) tests, may have an additional test done by a physician. The results of this test must be made available to the Town Board and the Police Commission.
- (F) The initial screening test as part of the annual physical and subsequent second test will be paid for the Employer.
- (G) However, if the third (3rd) test shows no presence of illegal drugs in the Chief and these findings are considered the final determination, the Chief will be reimbursed for costs and expenses; and
- (H) Furthermore, the Chief will be compensated for time spent in conducting these additional tests for up to twelve (12) hours to be paid at his current Base Wage and longevity; and

5/12/2021

- (I) Legal expenses that the Chief may have incurred will be the responsibility of the Employer.
- (J) It will be the responsibility of the Town Board and Police Commission to assure that any adverse publication of the testing incident which may have become public knowledge be immediately discounted in formal fashion.

ARTICLE 10 COMPENSATION

10.1 GENERAL PROVISIONS

The base wage for the Chief shall be paid on a calendar year basis commencing with the first (1st) day of each year, the anniversary date of the Chief's employment, notwithstanding.

10.2 SALARY

- (A) The annual base salary for the Chief shall be as follows:
 - 2020: \$123,656.00
 - 2021: \$126,129.00 (2.0% increase)
 - 2022: \$128,652.00 (2.0% increase)
 - 2023: \$131,225.00 (2.0% increase)
 - 2024: \$133,850.00 (2.0% increase)
- (B) The Chief shall not be entitled to overtime for hours worked in excess of 8 hours in a day or 40 hours in a week.

10.3 REIMBURSEMENT FOR COLLEGE TUITION

The Department will reimburse the Chief in an amount not to exceed \$1,500.00 per calendar year for the cost of tuition and related expenses for job-related courses taken pursuant to a program of study approved in advance by the Employer. Payment will be made to the Chief within thirty (30) business days upon completion of the course(s) with a minimum grade of "C", or an equivalent numerical grade of seventy (70).

-OR-

The Chief may attend the Federal Bureau of Investigation's National Academy with the prior approval of the Town Board. The Chief shall utilize his/her department vehicle while attending the Academy. The Chief shall not receive any additional compensation for attending the Academy and will receive his regular base salary.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 MEMBERSHIP EXPENSES, CONFERENCE LEAVE AND FEES

The employer will pay the cost of the Chief's membership in the following organizations:

1. Police Chiefs Association of Ulster County
2. Mid-Hudson Chiefs of Police Association
3. New York State Association of Chiefs of Police

The Chief shall be entitled to attend at least one (1) conference each calendar year for the improvement of law enforcement. All reasonable conference expenses will be borne by the Employer.

11.2 JURY DUTY

In the event the Chief is noticed to appear for Jury Duty, and the Chief is scheduled to work, he will be released with pay and without charge to any other paid leave accrual. The Chief shall provide a copy of the notice to the Town Board

11.3 MERGER

This Agreement contains the entire agreement between the parties. All prior negotiations, statements or representations are merged herein. The parties acknowledge each to the other that they have not made or relied upon any other representations, statements or agreements except those specifically set forth herein.

11.4 MODIFICATION

No change, modification, waiver or termination of any of the terms and provisions of this agreement is binding between the Town of Ulster and the Chief unless the same is in writing and signed by a duly authorized representative of the Town of Ulster.

11.5 SAVINGS CLAUSE

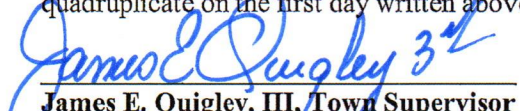
If any provision of this Labor Agreement shall be declared illegal by reason of an existing or subsequently enacted legislation, or by decree of a court of competent jurisdiction, or by the decision of any authorized governmental agency, then such invalidation of a portion of this Labor Agreement shall not invalidate the remaining portions thereof, it being understood that the remaining portions shall remain in full force and in effect. Within twenty (20) days after a provision of this Labor Agreement is declared to be illegal, the Town Board and the Chief will meet for the purpose of negotiating substitute terms which would overcome the provision found to be objectionable.


5/12/2021


ARTICLE 12 DURATION

This agreement shall remain in effect until, December 31, 2024.

IN WITNESS THEREOF, the parties have caused this agreement to be executed in quadruplicate on the first day written above.


James E. Quigley, III, Town Supervisor
Dated: May 21, 2021


Kyle S. Berardi, Chief of Police
Dated: 5/21/21


Suzanne L. Reavy, Town Clerk
Dated: 5/21/2021